



# Arapahoe County Fairgrounds and Park Policies and Procedures

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## **Arapahoe County Fairgrounds and Park**

25690 East Quincy Avenue  
Aurora, Colorado 80016  
303-795-4955 | Fax: 303-766-0487

## **MISSION STATEMENT**

To provide educational, agricultural, and recreational experiences that celebrate our western heritage and preserve our prairie environment, while balancing the needs of our community with the fairgrounds' and park's environmental, economic, and managerial sustainability.

The Arapahoe County Fairgrounds and Park will, at a minimum, include:

- Facilities for the Arapahoe County Fair to show case the achievements of our 4-H youth and community;
- Facilities for youth to participate in 4-H activities;
- Facilities to preserve our western heritage and history; and
- Open space and interpretive trails that provide connectivity with trails and open space.
- Facilities are to provide for County and community activities and events.



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We believe  
in **EXCEPTIONAL**  
experiences

a world where  
**CUSTOMERS**  
come first



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**WE EMBRACE**  
**DIVERSITY**

**AND**

Want nothing more than  
to **COLLABORATE**  
with **YOU**

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We care deeply about our

**COMMUNITY**

Strive to be a

**& LEADER**

in  
the event industry

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We feed off  
of successful

**EVENTS &**  
**ENTHUSIASM**

**Partnership &**  
**Innovation**

While small but mighty, we  
**WILL** rise to **ANY** occasion  
and **ACCOMPLISH**  
great things



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One thing we know for sure,  
you will love us before you leave

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## **POLICIES AND PROCEDURES**

The purpose of the Arapahoe County Fairgrounds and Park Policies and Procedures is to provide consistent policies and procedures for Arapahoe County, Event Holders, and users, and to provide a safe and quality experience while using the Arapahoe County Fairgrounds and Park.

The Arapahoe County Fairgrounds and Park Policies and Procedures are subject to periodic review. Event Holder agrees and acknowledges that the Arapahoe County Fairgrounds and Park Policies and Procedures in place at the time of the date of the Event shall govern.

## **DEFINITIONS**

*Arapahoe County Fairgrounds* – means the following Arapahoe County facilities that are subject to the Policies and Procedures:

- Arapahoe County Fairgrounds and Park
- Arapahoe County Fairgrounds Event Center Conference Rooms
- Arapahoe County Fairgrounds Event Center Exhibition and Event Halls
- Arapahoe County Fairgrounds Covered and Outdoor Arenas
- Parking lots and other open land at the Arapahoe County Fairgrounds

*Event or Events* – means any approved activity that takes place on a scheduled date and time at the Arapahoe County Fairgrounds.

*Event Holder or Event Holders* – means any individual, organization, or entity using and/or renting the Arapahoe County Fairgrounds.

*Policies and Procedures* – means these Arapahoe County Fairgrounds and Park Policies and Procedures and the Arapahoe County Policies and Procedures.

*Rental Agreement* – means the Standard Event Rental Agreement between Arapahoe County and the Event Holder acknowledging use, fee arrangement, and general conditions for any Event held at the Arapahoe County Fairgrounds. Refer to *Exhibit 1*.

*Exhibit 2- Decorating Guidelines*

*Exhibit 3- Covered Arena Guidelines*

*Exhibit 4- Rodeo Arena Guidelines*

*Exhibit 4- Guide to Safe Events*

*Exhibit 5- Arapahoe County Fairgrounds Rental Rate 2019/2020*

## **FEE CATEGORIES**

Unless otherwise noted, rates are set forth in the Arapahoe County Facilities Rental Fees.

### **Interdepartmental Events**

This rate applies to any department within Arapahoe County. These Events must complete the following before event is approved; explanation of the direct benefit to the County, County Director (Name and Phone Number) to confirm County Events and contact information for the County Employee to be on site during events.

### **4H Events**

Event organization must be affiliated with the office of Arapahoe County CSU Extension.

### **Nonprofit Events**

This rate applies to organizations registered with the State of Colorado as a non-profit 501(C)(3) or similar qualifying non-profit entity. To receive nonprofit facility pricing, the nonprofit organization must be listed on the contract, provide a Certificate of Good Standing as well as provide a letter, on the nonprofit letterhead, to Arapahoe County Fairgrounds management outlining the beneficiary terms. Events that are for profit and have collaborated with a nonprofit to pull a Special Event Liquor Permit, do not qualify for nonprofit facility pricing.

### **Public Events**

This rate applies to any for-profit Events that charge facility admission, charge a participant fee, have ticket sales or vendor booth fees. These Events are subject to additional surcharges.

### **Weekday Events**

This rate is applied to any event type that takes place Monday-Thursday.

### **Reoccurring Events**

This is an hourly rate that is dependent on the specific hall that is being rented. Rentable hours are from 7am-1am (18hrs). For example, the Main Hall is \$650 which would have an hourly rate of \$36.

# **EVENT APPROVAL**

## **Approval of an Event**

Arapahoe County reserves the right to refuse to book any Event, or to place conditions upon any Event.

Once an Event has been accepted, the Rental Agreement has been signed and executed, and all required deposits has been paid in full, Arapahoe County Fairgrounds management may, in its sole discretion, agree not to schedule a like event on any part of the Arapahoe County Fairgrounds during a reasonable period of time as that scheduled by the Event Holder.

No Event shall be booked at the Arapahoe County Fairgrounds that interferes with the annual Arapahoe County Fair.

Dog Shows hosted at the Arapahoe County Fairgrounds that are classified as American Kennel Club All Breed clubs, need to obtain written permission from the Arapahoe Kennel Club prior to the event being approved. However, if the club is a specialty club or a national club, there are no booking requirements.

## **Tours of the Arapahoe County Fairgrounds Facilities**

Tours of the Arapahoe County Fairgrounds facilities can be set up by calling the main office number at 303-795-4955 to set up a date and time for a tour.

## **Restrictions**

- All negotiations must be complete prior to the issuance of a Rental Agreement to use the Arapahoe County Fairgrounds and Park.
- Vendor proposed revisions to the form Rental Agreement must be provided to Arapahoe County Fairgrounds management in writing.
- The Arapahoe County Fairgrounds and Park has limited event camping and/or vendor electrical hook-ups, and a sanitary sewer dump station is not available.
- Large events will be required to rent port a lets due to septic systems restrictions. The number of port a lets will be determined by the type of event, estimated attendance and the type of beverages to be consumed. If it is determined that security is required, Arapahoe County will contract with an approved vendor on behalf of the Event Holder.

## **Reservations**

Event Holders must contact Arapahoe County to determine date availability and complete a Rental Agreement. Consideration may be given to the Event Holder to rent the same dates for the following year however, there is no guarantee of availability until a signed Rental Agreement is

completed. Dates are not held until a Rental Agreement is completed and the rental deposit or full payment is received. All dates from previous returning large Events that are not re-booked by the end of February of each year will be opened up for other potential renters.

## **FEES AND PAYMENT**

### **Cancellation of Event/Transfer of Date**

Event Holder may cancel an Event by providing written notice to Arapahoe County a minimum of 90 days prior to the Event and effective upon receipt via certified mail by Arapahoe County.

A non-refundable 25% down payment shall be retained by Arapahoe County upon the cancellation of any scheduled Event if canceled 90 days or more before the scheduled date. If the Event is canceled 89-60 days before the scheduled dates, Arapahoe County may retain 50% of the total anticipated expenses, not to include the damage deposit. If the Event is canceled 59-30 days before the scheduled dates, Arapahoe County may retain 75% of the total anticipated expenses, not to include the damage deposit. If the Event is canceled 29 days or less before the scheduled dates, Arapahoe County may retain 100% of the total anticipated expenses, not to include the damage deposit.

<b># of Days Before Scheduled Event</b>	<b>Cancellation Fee Assessed</b>
90 days or more	25% of total anticipated expenses
89-60 days	50% of total anticipated expenses
59-30 days	75% of total anticipated expenses
29 days or less	100% of total anticipated expenses

If Arapahoe County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Arapahoe County by the Event Holder shall be refunded. Any liability of Arapahoe County shall be limited to the rental fees paid to Arapahoe County by the Event Holder. Arapahoe County shall not be responsible for any damages, monetary or otherwise, due to cancellation by Event Holder. Arapahoe County assumes no liability for cancellation of an Event regardless of the reason.

Arapahoe County may cancel, at its discretion, an Event due to administrative purposes or acts of nature. Event Holder's sole remedy for cancellation of an Event by Arapahoe County, regardless of the reason for cancellation, is limited to the return of any refundable fees paid to Arapahoe County by the Event Holder.

If the Event Holder has an existing booking and would like to transfer their date(s), they may do so if the proposed new date is available. The Event Holder will need to provide written notice to Arapahoe County Fairground's staff to initiate the transfer of the event date. The Event Holder will be charged a \$200 transfer fee unless Arapahoe County is able to book the existing date with another event holder.

### **Damage Deposit**

Event Holder shall pay a refundable damage deposit, included in your contracted total, based on the number of people attending the Event as specified in Exhibit 1 to this Rental Agreement. The damage deposit will be refunded if the facilities rented are left in its original condition and there are no damages, and contracts for any required security or required county vendors are paid in full and the contracts completed. Failure to vacate the property after the 1am rental time will result in a 25% fee of your damage deposit/hour. Damages or costs assessed after the Event that are in excess of the damage deposit shall be paid by the Event Holder within 14 days after receiving written notice from the County.

### **Insufficient Funds Policy**

Any business checks returned by the bank for any reason will be assessed the actual return fees charged to Arapahoe County. Event Holder will then be required to make payment with certified funds. The Event will not be scheduled or date held until certified funds are received. Arapahoe County will not accept a reservation for a future Event from a prospective Event Holder owing money to Arapahoe County. Reservations for any additional Events previously scheduled are also subject to cancellation. In its sole discretion, Arapahoe County may refuse to rent the Arapahoe County Fairgrounds to any prospective Event Holder who, at any time, failed to make full payment in sufficient funds to Arapahoe County within 30 calendar days after the date of written notice.

### **Payment of Fees**

A non-refundable rental down payment equal to 25% of facility and services fee shall be paid on the date this Rental Agreement is signed by the Event Holder for Events with rental fees in excess of \$101.00. Remaining Balance will follow a 90-60-30 day payment plan; please reference event checklist. The full payment is due a minimum of 30 days prior to the start of the scheduled event. Rental fees not received a minimum of 30 days prior to event start risk cancellation of the event. Rental fees less than or equal to \$100.00 must be paid in full at the time of booking an Event. Fees must be paid by **MONEY ORDER, CASHIER'S CHECK, BUSINESS CHECK or CREDIT CARD (No American Express)**, payable to Arapahoe County.

### **Sales Tax Collection**

Event Holders and their vendors are responsible for payment of all sales and use tax, assessments, and/or any other fees in compliance with Arapahoe County, State of Colorado, and federal rules. It is the responsibility of the Event Holder and its vendors to collect and submit payment.

## GENERAL USAGE POLICIES

Arapahoe County retains control and management of Arapahoe County Fairgrounds at all times, and shall have the right at all times to enforce all rules and regulations including these Policies and Procedures. Event Holder agrees to comply with all applicable federal, state, and local laws, agency statutes, resolutions, ordinances, and rules and regulations that may apply to its use of the Arapahoe County Fairgrounds for the duration of the Rental Agreement. Arapahoe County shall have the right to evict all persons who fail or refuse to comply with the rules and regulations and these Policies and Procedures. Arapahoe County reserves the right to require an Event Holder to provide references from previous events.

### Access During Events

Arapahoe County employees or authorized designees responsible for management and maintenance of the Arapahoe County Fairgrounds shall have the right to access all areas of the Arapahoe County Fairgrounds at any time during any Event.

### Alcoholic Beverages

Alcohol is strictly prohibited at the Arapahoe County Fairgrounds unless prior approval is obtained from Arapahoe County and proof of liability insurance is received by Arapahoe County. Any alcohol consumption must be outlined in the Rental Agreement along with details (such as: location, time, and security plan) determined during planning meetings with Arapahoe County and the required contracted vendors. If the Event Holder fails to disclose that alcohol is to be sold or provided as described below, the Event Holder, participants, spectators, and anyone else involved with the Event are subject to removal, citation, and/or arrest at the discretion of the Arapahoe County Sheriff's Office, and the Event Holder's deposit will be forfeited.

- If alcohol is to be **sold** for consumption at the Event, then the Event Holder must meet the following requirements:
  - Obtain a "Special Event Permit" through a non-profit organization or contract with an entity that has a "Special Event Permit" to provide alcohol to be sold for consumption.
  - Provide a certificate of insurance or obtain Event Insurance through Arapahoe County, including host liquor liability as described in the insurance section below.
  - Arapahoe County will contract with a security vendor. The number of security personnel is determined by the type of event and number of attendees. Security is on-site to ensure facility does not get damaged. Security is not responsible for underage drinking or monitoring attendees.
  - Security will arrive 30 minutes prior to the Event and is responsible for securing the facility and gates at the completion of the Event. Event Holders will be required to pay the security vendor with whom Arapahoe County has contracted via the Arapahoe County contract.



- If alcohol is to be **provided** for consumption at the Event (not sold), then the Event Holder must meet the following requirements:
  - Provide a certificate of insurance or obtain Event insurance through Arapahoe County, including host liquor liability as described in the insurance section below.
  - Arapahoe County will contract with a security vendor. The number of security personnel is determined by the type of event and number of attendees. Security is on-site to ensure facility does not get damaged. Security is not responsible for underage drinking or monitoring attendees.
  - Security will arrive 30 minutes prior to the Event and is responsible for securing the facility and gates at the completion of the Event. Event Holder will be required to pay the security vendor with whom Arapahoe County has contracted via Arapahoe County Contract.

### **Animals**

Event Holders utilizing the Arapahoe County Fairgrounds for any activity, in which animals are used or exhibited, shall comply fully with all applicable statutes, laws, ordinances, rules, regulations, and/or order applicable to the safe humane care and treatment of animals. Event Holder assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Event Holder's or persons attending the Events care and control. Event Holder agrees to indemnify Arapahoe County for any Event utilizing animals in the manner as provided in these Policies and Procedures.

No Event Holder at the Arapahoe County Fairgrounds shall be allowed to hold events or activities that may, in the opinion of Arapahoe County Fairgrounds management, endanger or harm animals in any manner. These activities include, but are not limited to, steer tailing, forefooting, forefooting on horseback and steer or horse tripping.

Event Holder is required to provide immediate notice to Arapahoe County Fairgrounds management if animals experience disease symptoms or breakouts while at the Arapahoe County Fairgrounds. Any Event Holder contact with the Colorado State Veterinary's office requires immediate notification to Arapahoe County Fairgrounds management.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of these Policies and Procedures may result in removal of animals from the premises and/or Arapahoe County Animal Control may be notified.

Personal animals and pets are not permitted on the Arapahoe County Fairgrounds, with the exception of service dogs or contestant animals or pets.

## **Building Usage Instructions for Event Holders**

Event Holder will be instructed on facility equipment prior to the Event. This shall include public address systems, locking mechanisms, etc. before the Rental Agreement is issued.

## **Capacity**

The Event Holder is required to notify Arapahoe County at least 30 days prior to the Event if the expected attendance listed on page 1 of this Contract has increased or decreased. Although Arapahoe County tries to accommodate all reasonable requests for additional attendees in excess of initial projections, it is not required to do so, and Arapahoe County Fairgrounds reserves the right, in its sole discretion, to refuse such requests. If the Event Holder notifies Arapahoe County 30 days prior to the Event that participation has increased by more than 100 people, additional security fees will be assessed, the Event may be required to move to an alternate location at the Fairgrounds, and the Event Holder could incur additional charges depending on facility capacity. If the Event Holder increases participation by more than 20% and/or 100 people and does not notify Arapahoe County 30 days prior to the Event, additional security fees and a financial penalty will be assessed. The financial penalty is 10% of contracted Facility and Services Fees or \$500 (whichever is greater). If the increase in attendance exceeds the suggested fire safety capacity, Arapahoe County Fairgrounds reserves the right, in its sole discretion, to immediately discontinue the Event.

## **Camping / RV Use**

Arapahoe County Fairgrounds RV sites are not available for public use, unless approved by Arapahoe County Fairgrounds management. RV users must be associated with an event taking place onsite. The Event Holder is responsible for collecting payments and assigning spaces. Arapahoe County Fairgrounds management will collect fees from the Event Holder post event. Fees are for per space, per night. Event Holder is on notice that the Arapahoe County Fairgrounds does not have a dump station. All wastewater must be disposed of properly offsite.

## **Cleaning Requirements**

Event Holder will be provided cleaning instructions for the facility rented after the Rental Agreement is fully executed. Event Holder is responsible for clean up during and after the Event. Event Holder shall also be responsible for maintenance of all fire exits and other necessary safety actions. Failure to meet the clean-up requirements by the Event Holder may result in partial or total forfeiture of the damage deposit and/or any additional fees.

## **Covered Arena Guidelines**

Event Holder agrees to follow the Covered Arena Guidelines. Event Holder is responsible at all times to ensure the Covered Arena Guidelines are followed. Failure to meet the Covered Arena Guidelines by the Event Holder may result in partial or total forfeiture of the damage deposit and/or additional fees.

### **Decorating Guidelines**

Event Holder agrees to follow the Decorating Guidelines. Event Holder is responsible at all times to ensure the Decorating Guidelines are followed. Failure to meet the Decorating Guidelines by the Event Holder may result in partial or total forfeiture of the damage deposit and/or additional fees.

### **Event Marketing**

Arapahoe County Fairgrounds will provide the following Event promotion at no additional cost to the Event Holder; website listing, event rack card placement and social media channels. Only public events that have been approved by the Event Holder will be posted on these promotional materials and channels. Arapahoe County Fairgrounds office phone number as well as any Arapahoe County phone number shall not be published or placed on any promotional material for any Event or otherwise published in connection with an Event. The Arapahoe County logo may not be used on any promotional material without the express written consent of Arapahoe County.

### **EMT/Medical Personnel**

In the interest of public and competitor safety, the Fairgrounds management staff reserves the right to require certified EMT/medical personnel at any public or private event.

### **Event Staffing**

Arapahoe County may be able to provide personnel for limited activities at an additional charge. An Arapahoe County employee may be on site or on call during an Event. This will be determined on an event by event basis and finalized during planning meetings and as further described in the Rental Agreement. Additional costs may be incurred for building lock-up procedures following an event.

### **Facility Alterations**

Event Holder may not undertake any plumbing, electrical, telecommunications, carpentry, or mechanical work, or hang decorations, signs, bunting, or other advertising materials on any Arapahoe County facilities without prior written authorization of Arapahoe County. All alterations must be requested in writing and submitted a minimum of 30 days prior to the Event. Regardless of the facility or the type of decorations, the Event Holder must remove all alterations immediately following the Event.

### **Fire Safety Standards**

All fire regulations in the 2009 International Fire Code (IFC) as amended and approved by South Metro Fire Department shall be strictly observed. The IFC regulates the placement of tables and chairs, decorations, dimensions of all aisles and exits, fireworks, permitting, etc. Arapahoe County will work with Event Holder during planning meetings to ensure compliance with the IFC. However, the Event Holder is ultimately responsible for all compliance. Event Holders should contact the South Metro Fire Department.

## **Floor / Area Plans**

Event Holder shall submit floor / area plans to Arapahoe County a minimum of 30 days prior to the Event. Plans should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Event Holder is required to provide protection for the floor from any damage, including damage from oil or any other liquid. Arapahoe County will work with each Event Holder on specific needs and requirements to ensure compliance with fire safety standards and Arapahoe County Fairgrounds requirements.

## **Food Service / Event Catering / Health Permits**

When an Event involves a temporary food service operation or food demonstration, the Event Holder is responsible for obtaining the necessary permit from the Tri-County Health Department is required. See below for permit requirements:

- **Mobile Food Vendors:** All mobile vendors need to have a mobile retail food establishment license. All existing permits with the exception of Denver County are accepted; all others will need to apply for a permit through Tri County Health Department; (303) 363-3055 a minimum of 60 days prior to the Event.
- **Nonprofit Groups:** If a nonprofit group is preparing, serving or selling food in Arapahoe County and they are based out of Arapahoe County, then they do not need to obtain a license. However, if the nonprofit is based out of another county, they would need to be licensed with a non-fee license to serve or sell food.
- **Offsite Catering:** An Event is welcome to work with an offsite catering company. However, the caterer needs to hold a valid retail food establishment license. Each caterer needs to provide the facility with a copy of their license at least 60 days prior to the Event.
- **Private Events:** A private event such as a banquet or reception, where the event is preparing the food, does not to obtain any kind of permit. However, the event will need to review the Food Safety informational forms provided by Tri County Health.

## **Force Majeure**

Neither Arapahoe County nor the Event Holder shall be liable for any delay in or failure of the Event, any covenant or promise contained in the Rental Agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in these Policies and Procedures and the Rental Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargos, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

## **Freight and Mail Deliveries**

In general, deliveries will not be accepted by any Arapahoe County employee for any Event or Event Holder. If it is necessary, prior arrangements can be made with staff to accept freight under the following conditions:

- Storage in the small conference rooms, if available, at the per day rental rate;

- Deliveries must be received between 8:00 a.m. and 3:00 p.m. weekdays. If deliveries occur outside of these hours, there is no guarantee of staff being available and on site. Any additional costs shall be the responsibility of the Event Holder;
- Use of equipment to unload deliveries, if available, must be arranged prior to deliveries. Any additional costs shall be the responsibility of the Event Holder;
- Arapahoe County is not responsible for lost, damaged, or incomplete deliveries.

### **Hazardous Waste**

Event Holder shall not possess, collect, distribute, dispose, release, or otherwise discharge any toxic or hazardous waste at any and all times Event Holder is on the Arapahoe County Fairgrounds. In the event the Event Holder becomes aware of or is in the possession of such hazardous or toxic waste, the Event Holder shall immediately notify Arapahoe County and initiate an emergency call to 911. Additionally, Event Holder agrees not to dispose of any refuse or empty any fluids while at the Arapahoe County Fairgrounds. In the event the Event Holder, or its agents, vendors, sub licensees, concessionaires, employees, or anyone otherwise associated with the Event Holder dump grease or any other unauthorized substance in the Arapahoe County Fairgrounds sewer system, or at locations not authorized by Arapahoe County, or otherwise violates the provisions of this section, Arapahoe County will look to the Event Holder to remedy the infraction and shall subject the Event Holder to a minimum fine of \$1,000.00 plus any costs incurred by Arapahoe County. Such fine shall be imposed by Arapahoe County for each infraction and Event Holder shall be deemed in material breach of the Rental Agreement and subject to immediate termination of the Rental Agreement and removal from the Arapahoe County Fairgrounds. Arapahoe County fines are in addition to any fines that may be imposed by the Federal Environmental Protection Agency, the Colorado Department of Health and Environment, and/or the Colorado Department of Regulatory Agencies.

### **Incident Management**

In the case of an accident or emergency, Event Holder agrees to cooperate with Arapahoe County in the formulation of an action plan and response to media inquiries. All accidents, significant occurrences, and incidents, including situations requiring a law enforcement response, must be reported to Arapahoe County as soon as possible, but not later than the next business day. Reports (see Exhibit C) must include:

- Name, address and telephone number of the injured person or persons;
- Name, address and telephone number of any witnesses, along with a witness statements;
- Description of the accident (how, when, and where it happened);
- Description of the extent of bodily injury and/or property damage;
- Action taken by Event Holder; and
- Name of the Event Holder's contact person and his or her phone number(s).

Arapahoe County has the right to require the Event Holder to provide on-site medical personnel, based on the type of Event.

## **Indemnification**

To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless Arapahoe County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Event Holder's Event, pursuant to the Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, or other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify Arapahoe County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of Arapahoe County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against Arapahoe County or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of insurance limits, damages, compensation, or benefits payable by or for the Event Holder, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Nothing in these Policies and Procedures and the Rental Agreement or in any actions taken by Arapahoe County pursuant to a Rental Agreement shall be deemed as a waiver of Arapahoe County's sovereign immunity under the Colorado Governmental Immunity Act, Colorado Revised Statutes Sections 24-10-101 *et seq.*

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Colorado Revised Statutes Section 13-21-119.

## **Insurance**

Event Holder is required to procure and maintain the following policies of insurance at its own expense for the Rental Agreement and covering all phases of the Event, including set up preparation, actual Event, specific hours of occupancy, cleanup, and tear down:

- General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an

“occurrence” basis as opposed to a “claims made” basis. This insurance must pay on behalf of the Event Holder all sums which the Event Holder shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

- Automobile Liability Insurance with minimums as required by state law.
- Workers’ Compensation insurance with statutory minimums for each accident and each employee for disease to cover obligations imposed by applicable laws for any employee engaged in work under the Rental Agreement.
- Host Liquor Liability insurance, if alcohol is to be sold or provided for consumption at the Event. If Event Holder hires a caterer to sell and/or provide liquor, the caterer is required to provide liquor liability insurance as well as general liability insurance naming both the Event Holder and Arapahoe County as additional insureds.

A certificate of insurance or payment of tenant user liability insurance must be provided to Arapahoe County at the time of entering into the Rental Agreement for the scheduled Event. The certificate of insurance must name Arapahoe County as additional insured. Event Holder agrees to save and hold harmless Arapahoe County from all claims, losses, damages, liabilities, expenses, and attorney's fees of any kind, resulting from any phase of the conduct of an Event at an Arapahoe County Facility except as otherwise stated herein. Event Holder will not be permitted to occupy or use the Arapahoe County Fairgrounds unless and until the required insurance certificates are received by Arapahoe County.

Event Holder may procure the required insurance policies through the Arapahoe County insurance provider. Costs for such policies shall be added to the Rental Agreement.

In the event the Event Holder is not required to carry workers’ compensation insurance pursuant to state law, Event Holder is required to certify that it is a small independent contractor, and as such, is not required, under Colorado law, to carry workers’ compensation insurance on its business or itself. Event Holder further agrees, to assume all risk of injury of any type and kind, and to hold Arapahoe County, its elected and appointed officials, officers, employees, and agents harmless from any and all liability associated with any injury that it may incur as a result of the Rental Agreement. Further, Event Holder agrees to be personally responsible for any and all medical bills that it may incur as a result of any injury while engaged in the performance of the Rental Agreement.

Event Holder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Rental Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

### **Intellectual Property**

Event Holder represents and warrants that Event Holder owns the rights to all copyrighted material to be used during the Rental Agreement, or has obtained all necessary authorizations or permission. Event Holder will assume all costs, expenses, and damages arising from the their use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or

dramatic rights used at or incorporated in the Event. Event Holder agrees to indemnify, defend, and hold Arapahoe County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material.

### **Key Distribution**

Arapahoe County Fairgrounds management may, in its sole discretion, distribute keys and/or access cards to the Arapahoe County Fairgrounds' facilities. Such distribution will be arranged during Event planning meetings. Failure to return distributed keys and/or access cards at the specified time may result in forfeiture of the damage deposit and any additional costs. Should the Event Holder fail to return the keys and/or access cards as required, Arapahoe County will determine if it is necessary to re-key any facilities. If such action is necessary, the Event Holder shall be responsible for any and all expenses.

### **Limitation of Liabilities**

Notwithstanding anything herein to the contrary, Arapahoe County shall not be liable for any indirect, incidental, special, or consequential damages, or damages resulting from the use of the Arapahoe County Fairgrounds by the Event Holder, however arising, including failure of voice or data lines, even if Arapahoe County has been advised of the possibility of such damages. Arapahoe County liability will in no event exceed the amount received under the Rental Agreement for damages arising out of, relating to, or in any way connected with the Rental Agreement. Users of Arapahoe County Fairgrounds are advised to procure event cancellation insurance. Arapahoe County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid by the Event Holder pursuant to the Rental Agreement.

### **Lost or Stolen Articles**

Arapahoe County shall not be responsible, under any circumstances, for property of the Event Holder or guests while on the Arapahoe County Fairgrounds. Arapahoe County will not accept lost and found articles for distribution; unclaimed articles must be held and distributed by the Event Holder. In addition, Arapahoe County is not responsible for any loss of articles or equipment left unattended at the Arapahoe County Fairgrounds. The usage of security personnel when such equipment or articles are left in buildings or facilities at the Arapahoe County Fairgrounds shall be the responsibility of the Event Holder. All articles, equipment, exhibits, displays, or materials shall be brought into the Arapahoe County Fairgrounds only at such times as designated by the Rental Agreement. Event Holder assumes all responsibility for any goods or material that may be placed in Arapahoe County's storage before, during, or after an Event.

### **Noise Restrictions**

Noise levels shall not violate State law and/or the local laws, depending on the Facility location, at any time.



### **Open Carrying of Firearms**

Pursuant to Colorado Revised Statute Section 29-11.7-104, open carrying of firearms is prohibited throughout the Arapahoe County Fairgrounds and at all Arapahoe County facilities.

### **Operating Hours- Time of Events**

The County reserves the right to regulate the time, place and manner of proposed activities in its Facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the Facilities for moving in and out in preparation of the Facilities for performance of an Event. The hours for set up and tear down shall be specified in the Rental Agreement and will be at the discretion of the County. Standard event times shall fall between the hours of 7 a.m. and 1 a.m. the following day, unless approved by the Facility.

### **Parking Lots and Roadways**

Multiple Events may be conducted simultaneously at the Arapahoe County Fairgrounds. It is the Event Holder's responsibility to coordinate with Arapahoe County on parking area assignments. Fire lanes must be kept open for police, fire, ambulance, and other emergency units.

Arapahoe County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Event Holders are required to park in designated parking. Guests of an Arapahoe County Fairgrounds facility who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense

All efforts are made to provide snow removal in the event of 4" of snowfall or more (per DIA ratings) on the weekend with the roadways and building entrances being plowed. Shovels are available for the Event Holder to utilize on sidewalks on entrances for the removal of snow.

### **Photos**

Arapahoe County may take photos of any and all Events held at Arapahoe County Fairgrounds. These photos shall be the property of Arapahoe County and may be used by Arapahoe County for educational or promotional materials at no cost to Arapahoe County.

### **Rodeo Arena Guidelines**

Event Holder agrees to follow the Rodeo Arena Guidelines. Event Holder is responsible at all times to ensure the Rodeo Arena Guidelines are followed. Failure to meet the Rodeo Arena Guidelines by the Event Holder may result in partial or total forfeiture of the damage deposit and/or additional fees.

### **Safety**

The Event Holder understands that Arapahoe County Fairgrounds facilities and services are being made available for the only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the

Arapahoe County Fairgrounds. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Arapahoe County Fairgrounds, and to follow all reasonable directions and instructions of Arapahoe County officials, including hired security personnel. Arapahoe County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person's conduct becomes, in Arapahoe County's sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, the Event Holder shall make arrangements for the immediate removal of such person from Arapahoe County Fairgrounds property.

### **Security**

Arapahoe County may require security for an Event at Event Holder's expense, based on the type of Event and/or when the Event is scheduled. Arapahoe County Sheriff's Office, and /or Arapahoe County Fairgrounds management will evaluate security needs for an Event.

Security is required for Events where alcohol is served or provided. For such Events, the number of security personnel required shall be determined and included in the Rental Agreement. Arapahoe County Fairgrounds management reserves the option of requiring additional security or parking personnel as needed, dependent on the Event type and/or its history. Security during the Event will be for the Arapahoe County Fairgrounds described in the rental Agreement. Event Holders for all Events scheduled at the Arapahoe County Fairgrounds will be required to contract with the security company that is a required County vendor with whom Arapahoe County has contracted.

### **Smoking**

All forms of smoking is prohibited by law at all times within all buildings owned, leased, or operated by Arapahoe County. This includes, but is not limited to, the use of tobacco cigarettes, e cigarettes, vape devices, marijuana products and cigars. A designated smoking area is required at all large Events. Smaller Events must not allow smoking within 50' of any building entrance per County policy.

### **Sub-Leasing**

Event Holder may not, under any circumstances, sub-lease facilities, equipment, or materials owned by Arapahoe County, without the express written consent of Arapahoe County.

### **Use of or Loss of Arapahoe County Equipment**

Arapahoe County's employees and volunteers are the only insured users of Arapahoe County's motorized equipment. Use of this equipment by an Event Holder is strictly prohibited. Additionally, Event Holder shall not dispose of any equipment or materials owned by Arapahoe County.

## **Use Restrictions**

Arapahoe County and/or Management may refuse Event bookings in its sole discretion when the Event may cause undue or unusual damage to the Facilities or that may violate local, state or federal laws, rules or regulations. Arapahoe County and/or Management may refuse Event bookings in its sole discretion when a requested Event conflicts with a similar Event previously scheduled on the premises. Once a Rental Agreement has been signed and executed and a deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like Event on any part of the Fairgrounds during the same period as that scheduled by the Event Holder. Only the Board of County Commissioners may waive any part of these Policies and Procedures. A waiver must be done in writing and at public hearing. No Event shall be booked at the Arapahoe County Fairgrounds or interfere with the Annual Arapahoe County Fair.

Exhibit 1- Rental Agreement- 2019/2020



**Standard Event Rental Agreement**  
 Arapahoe County Fairgrounds and Park  
 25690 East Quincy Avenue, Aurora, CO 80016

This Rental Agreement is effective as of the date of execution by the County, between the undersigned Event Holder and Arapahoe County, Colorado, whose address is 5334 South Prince Street, Littleton, Colorado, 80120-1136 (hereinafter referred to as "County"). The parties hereby agree to the following terms: **Arapahoe County Fairgrounds and Park Event Rentals Policies and Procedures**. In signing this Rental Agreement, the Event Holder represents that he/she has read a copy of Arapahoe County Fairgrounds and Park Event Rentals Policies and Procedures (the "Policies and Procedures"), available at [www.arapahoecountyeventcenter.com](http://www.arapahoecountyeventcenter.com) and hereby agrees to abide by the Policies and Procedures.

**EVENT HOLDER:** Company Name (if applicable):  
 Contact Name: Phone:  
 Address:  
 Email:

**EVENT DESCRIPTION:** Name of Event:  
 Type & Description of Event:  
 Date(s) & Time(s) of Event (multiple dates may be combined):  
 Set Up Time: Friday  
 Tear Down Time(s):  
 Estimated Number of People:  
 Alcoholic Beverages:  None  Sold (requires liquor license)  Provided (no sales)  
 Security Required:  Yes  No

**Facility and Services Rental Details.** Full description of the Arapahoe County Fairgrounds and Park facility, rental rates, and applicable fees are contained in Exhibit 1 of this Rental Agreement.

**Exhibit 1**

	Description	Daily or Hourly Rate (if applicable)	Total Rate
<b>Event Location(s):</b>			\$0.00
<b>Facility Equipment:</b>		\$2.00/chair \$7.00/table	\$0.00
<b>Facility Services and/or Staffing Required:</b>			\$0.00
<b>Other Fees:</b>	Alcohol Fee Set Up	\$200.00 \$200.00/location	\$0.00
<b>Tenant User Liability Insurance</b>	Certificate of Insurance	\$200.00	\$0.00
<b>Security Fee</b>	Number of People: Hours Required:		\$0.00
<b>Damage Deposit (refundable)</b>	Based on 1-300 people Based on 301-600 people Based on 601-1000 people Based on 1,001-1,300 + People	\$900.00 \$1,100.00 \$1,300.00 \$1,500.00	\$0.00
		<b>Total Anticipated Expenses:</b>	

Arapahoe County Fairgrounds & Park Rental Agreement (continued)

EVENT HOLDER: EVENT NAME: EVENT DATE(S):

**Payment of Fees.** A non-refundable rental down payment equal to 25% of facility and services fee shall be paid on the date this Rental Agreement is signed by the Event Holder for Events with rental fees in excess of \$101.00. Remaining Balance will follow a 90-60-30 day payment plan; please reference event checklist. The full payment is due a minimum of 30 days prior to the start of the scheduled event. Rental fees not received a minimum of 30 days prior to event start risk cancellation of the event. Rental fees less than or equal to \$100.00 must be paid in full at the time of booking an Event. Fees must be paid by **MONEY ORDER, CASHIER'S CHECK, BUSINESS CHECK or CREDIT CARD (No American Express)**, payable to Arapahoe County.

**Damage Deposit.** Event Holder shall pay a refundable damage deposit, included in your contracted total, based on the number of people attending the Event as specified in Exhibit 1 to this Rental Agreement. The damage deposit will be refunded if the facilities rented are left in its original condition and there are no damages, and contracts for any required security or required county vendors are paid in full and the contracts completed. Failure to vacate the property after the 1am rental time will result in a 25% fee of your damage deposit/hour. Damages or costs assessed after the Event that are in excess of the damage deposit shall be paid by the Event Holder within 14 days after receiving written notice from the County.

**Cancellation of Event**

Event Holder may cancel an Event by providing written notice (letter or email) to Arapahoe County. Event holder must include name and date of event and statement of cancellation.

A non-refundable 25% down payment shall be retained by Arapahoe County upon the cancellation of any scheduled Event if canceled 90 days or more before the scheduled date. If the Event is canceled 89-60 days before the scheduled dates, Arapahoe County may retain 50% of the total anticipated expenses, not to include the damage deposit. If the Event is canceled 59-30 days before the scheduled dates, Arapahoe County may retain 75% of the total anticipated expenses, not to include the damage deposit. If the Event is canceled 29 days or less before the scheduled dates, Arapahoe County may retain 100% of the total anticipated expenses, not to include the damage deposit.

# of Days Before Scheduled Event	Cancellation Fee Assessed
90 days or more	25% of total anticipated expenses
89-60 days	50% of total anticipated expenses
59-30 days	75% of total anticipated expenses
29 days or less	100% of total anticipated expenses

If Arapahoe County cancels the Rental Agreement for any unforeseen reason or act of God, then all monies paid to Arapahoe County by the Event Holder shall be refunded. Any liability of Arapahoe County shall be limited to the rental fees paid to Arapahoe County by the Event Holder. Arapahoe County shall not be responsible for any damages, monetary or otherwise, due to cancellation by Event Holder. Arapahoe County assumes no liability for cancellation of an Event regardless of the reason.

Arapahoe County may cancel, at its discretion, an Event due to administrative purposes or acts of nature. Event Holder's sole remedy for cancellation of an Event by Arapahoe County, regardless of the reason for cancellation, is limited to the return of any refundable fees paid to Arapahoe County by the Event Holder.

**Force Majeure.** Neither the County nor the Event Holder shall be liable for any delay in or failure of the Event, any covenant or promise contained in this Rental Agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Rental Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargos, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

**Alcoholic Beverages.** Alcohol is strictly prohibited at the Arapahoe County Fairgrounds unless prior approval is obtained from Arapahoe County, and proof of liability insurance is received by Arapahoe County. If the Event Holder fails to disclose that alcohol is to be sold or provided, as described in the Policies and Procedures, the Event Holder, participants, spectators, and anyone else involved with the Event are subject to removal, citation, and/or arrest at the discretion of the Arapahoe County Sheriff's Office, and the Event Holder's deposit will be forfeited.

**Security.** Security is required for Events where alcohol is served or provided. Fairgrounds staff reserves the option of requiring increased additional security or parking personnel as needed, dependent on the Event type, an increase in the number of Event attendees, and/or the Event's history. Security during the Event will be for the Fairgrounds, facilities, Park, and all parking areas. Event Holders for all Events scheduled at the Arapahoe County Fairgrounds and Regional Park will be required to contract with the security company that is an approved County vendor with whom Arapahoe County has contracted. For some events where alcohol is not served or provided, the Event Holder may be required to pay for Security to close and lock the Facility.

**Event Holder Attendance.** The Event Holder is required to notify Arapahoe County at least 30 days prior to the Event if the expected attendance listed on page 1 of this Contract has increased or decreased. Although Arapahoe County tries to accommodate all reasonable requests for additional attendees in excess of initial projections, it is not required to do so, and Arapahoe County Fairgrounds reserves the right, in its sole discretion, to refuse such requests. If the Event Holder notifies Arapahoe County 30 days prior to the Event that participation has increased by more than 100 people, additional security fees will be assessed, the Event may be required to move to an alternate location at the Fairgrounds, and the Event Holder could incur additional charges depending on facility capacity. If the Event Holder increases participation by more than 20% and/or 100 people and does not notify Arapahoe County 30 days prior to the Event, additional security fees and a financial penalty will be assessed. The financial penalty is

Arapahoe County Fairgrounds & Park Rental Agreement (continued)

EVENT HOLDER: EVENT NAME: EVENT DATE(S):

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10% of contracted Facility and Services Fees or \$500 (whichever is greater). If the increase in attendance exceeds the suggested fire safety capacity, Arapahoe County Fairgrounds reserves the right, in its sole discretion, to immediately discontinue the Event.

**Safety.** The Event Holder understands that Arapahoe County Fairgrounds facilities and services are being made available for the only for the reserved purpose and on the condition that the Event Holder, its staff, and its attendees do not disrupt the property or the normal operation of the Arapahoe County Fairgrounds. The Event Holder agrees at all times to adhere to all rules, regulations, and policies of the Arapahoe County Fairgrounds, and to follow all reasonable directions and instructions of Arapahoe County officials, including hired security personnel. Arapahoe County reserves the right to revoke access privileges to any Event holder, Event staff, Event attendees, or Event guests for violating the law or any policy, rule, or procedure, or if the person's conduct becomes, in Arapahoe County's sole and absolute discretion, disruptive or creates concerns for the health and safety of any other person. In such event, the Event Holder shall make arrangements for the immediate removal of such person from Arapahoe County Fairgrounds property.

**Insurance:** Event Holder is required to procure and maintain, at its own expense, general liability insurance, automobile liability insurance, workers' compensation insurance, and host liquor liability insurance in the amounts as required in the Policies and Procedures for all Events. At the discretion of ARAPAHOE COUNTY, insurance may be waived for certain events (i.e. classroom usage).

A certificate of insurance or payment of tenant user liability insurance must be provided to Arapahoe County at the time of entering into this Rental Agreement for the scheduled Event. The certificate of insurance must name Arapahoe County as additional insured. Event Holder agrees to save and hold harmless the County from all claims, losses, damages, liabilities, expenses, and attorney's fees of any kind, resulting from any phase of the conduct of an Event at an Arapahoe County Facility except as otherwise stated herein.

**Indemnification.** To the fullest extent permitted by law, Event Holder shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Events Holder's Event, pursuant to this Rental Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, or other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the Event Holder may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Event Holder's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Nothing in this Rental Agreement or in any actions taken by the County pursuant to this Rental Agreement shall be deemed a waiver of the County's sovereign immunity under the Colorado Governmental Immunity Act, Colorado Revised Statutes §§24-10-101 *et seq.*

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Colorado Revised Statutes §13-21-119.

**Termination of Agreement.** County and Event Holder shall have the right to terminate this Rental Agreement, with or without cause, by providing written notice at least thirty (30) days prior to the Date of Event. County shall also have the right to immediately terminate this Rental Agreement for cause, by providing written notice to the Event Holder, should Event Holder fail to fulfill, in a timely and proper manner, its obligations, covenants or stipulations pursuant to this Rental Agreement.

**Assignability.** This Rental Agreement shall not be assigned or transferred without the prior, express and written consent of the County.

**Notices.** Notices to be provided under this Rental Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth above.

**Governing Law.** This Rental Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. Venue for any civil action relating to this Rental Agreement shall be in Arapahoe County, Colorado.

**Entire Agreement.** This Rental Agreement represents the entire and integrated agreement between the County and the Event Holder and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this Rental Agreement must be in writing and be signed by both the County and the Event Holder. If any portion of this Rental Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Rental Agreement shall be of full force and effect.

**Survival of Terms and Conditions.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Rental Agreement that require continued performance, compliance, or effect beyond the termination date of the Rental Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Arapahoe County Fairgrounds & Park Rental Agreement (continued)

EVENT HOLDER: EVENT NAME: EVENT DATE(S):

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**Authority.** Each party represents and warrants that each has the power and authority to enter into this Rental Agreement and to perform the duties and obligations described herein.

**Execution.** This Rental Agreement may be executed in counterparts. Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon a faxed document shall be considered an original signature.

**Special Provisions.**

EVENT HOLDER

COUNTY OF ARAPAHOE  
STATE OF COLORADO

\_\_\_\_\_  
Authorized Representative for Event Holder

\_\_\_\_\_/\_\_\_\_\_/

\_\_\_\_\_  
Representative's Printed Name

\_\_\_\_\_  
Shannon Carter, Open Space Director  
6934 South Lima Street, Centennial, CO 80112

\_\_\_\_\_/\_\_\_\_\_/

\_\_\_\_\_  
Representative's Mailing Address

**RESO #190049**

\_\_\_\_\_  
Representative's Phone Number

Exhibit 2- Decorating Guidelines



Arapahoe County Fairgrounds Event Center  
25690 East Quincy Avenue, Aurora, CO 80016  
303-795-4955 | 303-766-0487 fax

**Decorating Guidelines**

Event: \_\_\_\_\_ Date(s): \_\_\_\_\_

Event location(s): \_\_\_\_\_

Our goal at the Fairgrounds is to support customer’s needs while minimizing the negative impact on the facilities leaving the facility in good condition. To help us achieve this, please follow the guidelines below:

**Decorating and Set-Up**

- Event Holder may not attach anything to the painted surfaces, wood surfaces, or glass unless it is attached with painters tape or alike item.
- We ask that you do not lean items against the wall without protecting the painted surface.
- Duct tape is prohibited on all floor surfaces within the facility. Painters tape is the preferred method and approved for use on our floors.
- Decorations hung from the ceilings or beams are not permitted unless approved by Fairgrounds staff.
- Confetti, birdseed, rice, glitter or similar items are not allowed; please do not use them in your decorating or during your event.
- Hay or straw inside the facility is prohibited unless approved by Fairgrounds Staff. The Event Holder is responsible for removing these items and cleaning the impacted area.
- Open flames are prohibited inside our facilities. All candles or alike items need to be battery operated.
- Smoking is prohibited in any County facility; this includes smokeless tobacco.
- Liquid petroleum (propane, butane, etc.), hazardous materials (wet cell batteries, fuel, gunpowder) are not permitted. Sterno may be used with chaffing dishes.
- Decorations such as chocolate fountains need to have a floor covering placed underneath to keep the floor from being damaged from spillage.
- Fog machines are permitted and should not interfere with smoke detection systems in the facility.
- Bounce houses and any other inflatables need to be approved by Fairgrounds Staff, be properly anchored and need to include proof of insurance coverage.
- Horses are permitted in the facility. Event Holder needs approval from Fairgrounds Staff to ensure proper non-skid flooring is installed prior to event.

It is understood that these guidelines are in addition to the Fairgrounds Policy Statement and are not all-inclusive.

I have read and understand the Decorating guidelines listed above. I understand that if the guidelines are not followed, a financial penalty may be incurred or future use of the facility denied.

Event Holder \_\_\_\_\_ Date: \_\_\_\_\_



Exhibit 3- Covered Arena Guidelines



Arapahoe County Fairgrounds Event Center
25690 East Quincy Avenue, Aurora, CO 80016
303-795-4955 | 303-766-0487 fax

Covered Arena Guidelines

Event: \_\_\_\_\_ Date(s): \_\_\_\_\_

Our goal at the Fairgrounds is to support customer's needs while minimizing the negative impact on the facilities leaving the facility in good condition. To help us achieve this, please follow the guidelines below:

- The following items are included in your rental:
- One (1) Daily drag/water of arena floor- additional grooming charges may apply
- Large arena floor 150' x 240'
- Exterior Perimeter Paneling
- Four (4) Water spigot
- Wash Rack
- Overhead lights
- Ground Level Announcer Shed with PA system
- Access to two (2) portalets- includes one (1) service/day
Additional Items/Charges:
- Fourty (40) 10 x 10 Horse Stalls
- Six (6) cattle pens
- Bleachers seating up to 1,200 spectators
- Hard packed arena flooring
- Access to RV sites (electrical only, rates may vary)
Rodeo Events to be excluded (no exceptions):
- Steer Tailing
- Horse Tripping
- Forefooting
- Forefooting on Horseback
For events greater than 100 people, additional portalet rental and servicing charges may be applied.
Liquor sales permitted with necessary permit through Arapahoe County.
No outside grooming equipment is permitted on the Fairgrounds unless approved through Fairgrounds Staff.
No more than 500 seated on the arena floor.
Events wanting to move the exterior panel fencing need prior approval from Fairgrounds staff and additional setup/staff time charges may apply.
Event Holder is responsible for removing any animal waste from both the arena and grounds following their event.
Event Holder cannot hang any items from the roof or beams unless approved by Fairgrounds Staff.
Confetti, birdseed, rice, glitter or similar small items are not permitted.
Hay, straw, shavings and like items are not permitted on the arena floor.
Live musical acts are permitted with prior approval from Fairgrounds Staff.
No food is permitted inside the arena.
Smoking is not allowed in any County building.
Liquid petroleum (Propane, butane, etc.), hazardous materials (wet cell batteries, fuel, gunpowder) are not allowed.
There is limited electrical onsite.
All trailers need to be parked north of the Covered Arena.
All vehicles need to be parked in designated parking lots only.
Fireworks and like items are not allowed onsite unless approved through South Metro Fire and Fairgrounds Staff.

It is understood that these guidelines are in addition to the Fairgrounds Policy Statement and are not all-inclusive.

I have read and understand the Covered Arena guidelines listed above. I understand that if the guidelines are not followed, a financial penalty may be incurred or future use of the facility denied.

Event Holder: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit 4- Rodeo Arena Guidelines



Arapahoe County Fairgrounds Event Center
25690 East Quincy Avenue, Aurora, CO 80016
303-795-4955 | 303-766-0487 fax

Rodeo Arena Guidelines

Event: \_\_\_\_\_ Date(s): \_\_\_\_\_

Our goal at the Fairgrounds is to support customer's needs while minimizing the negative impact on the facilities leaving the facility in good condition. To help us achieve this, please follow the guidelines below:

- The following items are included in your rental:
- One (1) Daily drag/water of arena floor- additional grooming charges may apply
- Large arena floor 150' x 300'
- One (1) Roping Chute
- Six (6) Bucking Chutes
- Two (2) Roping Boxes
- One (1) Squeeze Chute
- One (1) Loading Chute
- Twenty Four (24) Holding Pens - various sizes ranging from 10 x 10 to 20 x 25
- Elevated Announcer Shed with PA system
- Access to two (2) portalets- includes one (1) service/day

Additional items available for rent:
- Fourty (40) 10 x 10 Horse Stalls
- Six (6) cattle pens
- Bleachers seating up to 1,200 spectators
- Hard packed arena flooring
- Access to RV sites (electrical only, rates may vary)

Rodeo Events to be excluded with no exceptions:
- Steer Tailing
- Horse Tripping
- Forefooting
- Forfooting on Horseback

For events greater than 100 people, additional portalet rental and servicing charges may be applied. Fairgrounds staff to coordinate rental and servicing of portalet.
Liquor sales permitted with necessary permit through Arapahoe County. Glass containers are not allowed in the arena or on the Event Center grounds; cans or plastic bottles only.
No outside grooming equipment is permitted on the Fairgrounds.
No more than 500 seated on the arena floor; chairs/bleachers/standing room. This excludes staff and/or participants. All other seating must be outside of the arena.
Events wanting to move the exterior panel fencing need prior approval from Fairgrounds staff and additional setup/staff time charges may apply.
Event Holder is responsible for removing any animal waste from both the arena and grounds following their event.
Event Holder cannot hang any items from the roof or beams unless approved by Fairgrounds Staff.
Confetti, birdseed, rice, glitter or similar small items are not permitted.
Hay, straw, shavings and like items are not permitted on the arena floor. However, any of these items used on the outside grounds, the Event Holder is responsible for removing and cleaning those areas.
Live musical acts are permitted with prior approval from Fairgrounds Staff. Staging not provided.
No food is permitted inside the arena. Food can be set up on the exterior grounds only.
Smoking is not allowed in any County building. Smokeless tobacco is also not allowed in any County building.
Liquid petroleum (Propane, butane, etc.), hazardous materials (wet cell batteries, fuel, gunpowder) are not allowed.
There is limited electrical onsite. For additional needs, please see Fairgrounds Staff.

It is understood that these guidelines are in addition to the Fairgrounds Policy Statement and are not all-inclusive.

I have read and understand the Covered Arena guidelines listed above. I understand that if the guidelines are not followed, a financial penalty may be incurred or future use of the facility denied.

Event Holder: \_\_\_\_\_ Date: \_\_\_\_\_



Safety is the #1 priority for South Metro Fire Rescue and the Arapahoe County Fairgrounds and Event Center.

# Your guide to SAFE EVENTS



**Monitor all fire lanes to ensure vehicles are not parked in the fire lane**  
*Vehicles may be ticketed or towed if found in the fire lane*



**Confirm that all marked exits are clear**



**FOOD TRUCKS**  
Must be licensed with Tri County Health Department

Must be 20 feet away from an existing tent or membrane structure



**Do not block fire extinguishers**



**A 3 foot space shall be maintained around the circumference of fire hydrants**



**The posted occupant load shall be observed. The occupant load shall also be monitored at all times during the event for overcrowding. Any overcrowding shall be immediately addressed.**

Your event may require additional approval and permits from the local fire authority. Please contact SOUTH METRO FIRE RESCUE for further details.  
Phone: (720) 989-2230 | [www.southmetro.org](http://www.southmetro.org)



- OVER -

## Tents and Canopies:

### 1. Permitting required

A separate permit is required for all tents and membrane structures having an area in excess of 400 square feet (IFC 105.6.45)

### 2. Canopies

Canopy tops are not allowed to be utilized inside the building. Tents open on all sides can have a maximum area of 700 square feet. The aggregate area of multiple canopies placed side by side cannot exceed 700 square feet. A 12-foot fire break is required between groups of canopies. A minimum clearance of 12 feet is also required between canopies and all other structures.



<b>Temporary Tents and Membrane Structures</b>	To erect and operate a temporary tent or membrane structure as defined by the adopted fire code.	<b>Subject to fees</b>
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## Food Trucks:

### LICENSING REQUIREMENTS

- The owner/operator of a mobile food truck must have a valid driver's license
- The owner/operator of a mobile food truck must maintain a current registration and valid vehicle insurance.
- The owner/operator of any food service must maintain liability insurance.
- The owner/operator of any food service must obtain a valid license to operate from Tri-County Health and comply with all their health requirements.
- The placement of the concession operation or vehicle shall not interfere with fire lanes, fire hydrant access or exiting from any proximate structures.
- Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet of a tent, canopy or membrane structure.



<b>Mobile Food Truck/ Temporary Food Service</b>	Fee for a business to obtain the services of a mobile food truck or provide temporary food service	<b>Subject to fees</b>
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## EGRESS AND EMERGENCY ACCESS

Means of egress doors shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognizable as doors. Mirrors or similar reflecting materials shall not be used on means of egress doors. Means of egress doors shall not be concealed by curtains, drapes, decorations or similar materials. All tradeshow aisles need to be 10 feet.

## Indoor displays:

- Liquid or gas-fueled vehicles, boats or other motor craft shall not be located indoors except as follows:
  - > Batteries are disconnected.
  - > Fuel in fuel tanks does not exceed one-quarter tank or 5 gallons (whichever is least).
  - > Indoor displays of vehicles need a permit from the Fire District.
  - > Vehicles, boats or other motor craft equipment are not fueled or de-fueled within the building.

**Please Note:** These rules are strictly enforced. Event may be cancelled and and fines imposed for any violations that may occur.

Exhibit 5- Arapahoe County Fairgrounds Rental Rate 2019/2020

**Arapahoe County Fairgrounds and Park- 2019/2020 Rental Rates**

FACILITY AREAS	
FULL EVENT CENTER RENTAL	\$6,000 per day
<ul style="list-style-type: none"> <li>EXHIBITION HALL WITH FULL KITCHEN</li> <li>MAIN HALL WITH WARMING KITCHEN</li> <li>EAST HALL</li> <li>ALL CONFERENCE ROOMS</li> <li>FAIRGROUNDS PARKING</li> <li>CENTRAL GREEN &amp; SHADE STRUCTURE</li> <li>ALL RESTROOMS</li> <li>TICKET OFFICE(S)</li> </ul>	Price does not include chairs, tables, bleachers, stage, covered area and rodeo arena
	NOTE: Rental of multiple facility areas may constitute full facility rental where full facility per day rates would apply.
EXHIBITION HALL – FULL (209' x 119')	\$2,400 per day
EXHIBITION HALL A	\$1,200 per day
EXHIBITION HALL B	\$1,200 per day
EXHIBITION HALL FULL KITCHEN	\$400 per day
EXHIBITION HALL A KITCHEN	\$300 per day
EXHIBITION HALL B WARMING KITCHEN	\$100 per day
MAIN HALL (85' x 85')	\$700 per day
MAIN HALL WARMING KITCHEN	\$100 per day (ONLY available in conjunction with Main Hall rental)
EAST HALL (225' x 75')	\$1,000 per day
LARGE CONFERENCE ROOMS (VIP & WINDMILL)	\$200 per day (includes tables and chairs)
SMALL MEETING ROOMS (LOG ROOM)	\$100 per day (includes tables and chairs)
COVERED RODEO ARENA (150' x 240')	\$750 (worked once) \$1,000 hard packed arena
RODEO ARENA (150' x 300')	\$300 (worked once) \$1,000 hard packed arena
SUN SHADE & CENTRAL GREEN W/ RESTROOM USE	\$200
PARKING LOT	\$150 per lot (free with facility rental)
¼ DAY SET UP (Noon – 4pm)	25% of Facility Rental Rate
FULL DAY SET-UP (8am-4pm)	50% of Facility Rental Rate
EQUIPMENT	
STAGE (24' x 8')	\$300 per stage- \$50 per panel (8' x 4')
TABLES	\$7 per table
<ul style="list-style-type: none"> <li>3' rectangle; seats 8 to 10</li> <li>6' rectangle; seats 6 to 8</li> </ul>	<ul style="list-style-type: none"> <li>6' round; seats 6 to 10</li> </ul>
BLEACHERS:	
<ul style="list-style-type: none"> <li>Four row, 15' (10 available)- On-Site \$35</li> <li>Nine row, 45' (1 available, towable)- On-Site \$100 Off-Site \$1,000</li> </ul>	<ul style="list-style-type: none"> <li>Ten row, 45' (3 available, towable)- On-Site \$100 Off-Site \$1,000</li> </ul>
CHAIRS (white metal folding chair)	\$2 per chair
PORTABLE PUBLIC ADDRESS SYSTEM	\$100 per location
PROJECTOR SCREEN	\$20 per screen (excludes meeting rooms)
PROJECTOR	\$20 (excludes meeting rooms)
PODIUM	\$20
DIVIDER PANELS	\$10 per panel
STRING LIGHTING –EXHIBITION HALL A/ MAIN HALL	\$250 (includes set up and tear down)
STAGE UPLIGHTING	\$50 per unit
PIPE AND DRAPE	\$1 per lift
ADDITIONAL WARMING OVEN	\$50 per oven
ELECTRICAL DROP	\$15 per drop
CORD RAMP	\$10/ramp
ADDITIONAL MICROPHONE	\$25/microphone
VMS BOARD	\$100
CEILING DRAPING- MAIN HALL ONLY	\$250
DAMAGE DEPOSIT	
<ul style="list-style-type: none"> <li>Meeting Rooms \$75</li> <li>1-300 People \$900</li> <li>301-600 People \$1,100</li> </ul>	<ul style="list-style-type: none"> <li>601-1,000 People \$1,300</li> <li>1,001-1,300+ People \$1,500</li> </ul>
MISCELLANEOUS	
HORSE STALLS (uncovered; 40 available)	\$20 per day each; minimum stay is 3 stalls for 3 nights
RV DRY CAMPING	\$20 per day, per site
LABOR AND EQUIPMENT RATES	\$50 per hour for staff or \$50 per hour for staff operated equipment (tractor, etc.)
DUMPSTER- 30 YARD	\$200 each
PORTER SERVICE	\$30 per hour, per person (includes trash and restrooms) Public Events Only
TICKET SURCHARGE (commercial events)	\$.50 per ticket under \$5 OR \$1 per ticket over \$5
ALCOHOL FEE	\$200 (permission to bring in own food and beverage)
SPECIAL EVENT PERMIT	\$100 per public event that is selling alcohol
PORTABLE TICKET BOOTH	\$200 (10ft x12ft)

Full-day events may begin at 7:00 a.m. and go through 12:00 a.m. (midnight); cleanup must be completed by 1:00 a.m. the following day  
 25% discount for week-day events. Separate pricing for commercial events, non-profit events; inquire with event staff.